

UNITED STATES DISTRICT COURT  
FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

TAMI AND TERENCE JACKSON,

Plaintiffs,

v.

NCO FINANCIAL SYSTEMS, INC.,

Defendant.

Case No.: 12-cv-00481

**OFFER OF JUDGMENT**

TO: Tami and Terence Jackson, (hereinafter "Plaintiffs"), by and through Plaintiffs' attorney, Craig Thor Kimmel, Esq., Kimmel & Silverman, P.C.


Pursuant to Fed. R. Civ. P. 68, Defendant, NCO Financial Systems, Inc., (hereinafter "NCO") hereby offers to allow judgment to be taken against it in favor of Plaintiffs, as follows:

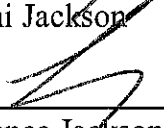
1. Judgment shall be entered against NCO for damages in the total amount of One Thousand and 00/100 Dollars (\$1,000) for damages incurred by Plaintiffs as a result of NCO's alleged violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.*
2. In addition, the Judgment entered shall include an additional amount for Plaintiffs' reasonable costs and attorney's fees accrued through the date of service of this Offer of Judgment either: 1) as agreed to by counsel for the parties; or 2) in the event counsel cannot agree, as determined by the Court upon application by Plaintiffs' counsel;
3. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiffs against NCO, said judgment shall have no effect whatsoever except in settlement of those claims;
4. **This Offer of Judgment is made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed either as an admission that NCO is**

**liable in this action, or that Plaintiffs has suffered any damage;**

5. In accordance with Fed. R. Civ. P. 68, if this Offer of Judgment is not accepted by Plaintiffs within 14 days after service of the Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by Plaintiffs and the judgment finally obtained by Plaintiffs is not more favorable than this Offer, the Plaintiffs must pay Plaintiffs' costs incurred after making this Offer, as well as the costs of NCO as allowed by the law of this Circuit.

DATED this 8th day of May 2012.

ACCEPTED:   
Tami Jackson

ACCEPTED:   
Terence Jackson

DATE OF ACCEPTANCE: 5-22-12

/s/ Ross S. Enders

Ross S. Enders, Esq.

PA Bar No. 89840

SESSIONS, FISHMAN, NATHAN & ISRAEL, LLC

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E-Mail: renders@sessions-law.biz

Attorney for Defendant,

NCO Financial Systems, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 8th day of May 2012, a true and correct copy of **Defendant, NCO Financial Systems, Inc.'s, Offer of Judgment** was served via fax and regular U.S. Mail on the following:

Craig Thor Kimmel  
Kimmel & Silverman, P.C.  
30 East Butler Pike  
Ambler, PA 19002  
Phone 215-540-8888

/s/ Ross S. Enders  
Ross S. Enders, Esq.  
Attorney for Defendant,  
NCO Financial Systems, Inc.

Document in ProLaw